

EASTERN TELECOMMUNICATIONS PHILIPPINES, INC., PETITIONER, VS. EASTERN TELECOMS EMPLOYEES UNION, RESPONDENT.

G.R. No. 185665. February 08, 2012

Ponente: MENDOZA, J.

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MENDOZA, J.:

Before the Court is a petition for review on certiorari seeking modification of the June 25, 2008 Decision[1] of the Court of Appeals (CA) and its December 12, 2008 Resolution,[2] in CA-G.R. SP No. 91974, annulling the April 28, 2005 Resolution[3] of the National Labor Relations Commission (NLRC) in NLRC-NCR-CC-000273-04 entitled “In the Matter of the Labor Dispute in Eastern Telecommunications, Philippines, Inc.”

The Facts

As synthesized by the NLRC, the facts of the case are as follows, viz:

Eastern Telecommunications Phils., Inc. (ETPI) is a corporation engaged in the business of providing telecommunications facilities, particularly leasing international data lines or circuits, regular landlines, internet and data services, employing approximately 400 employees.

Eastern Telecoms Employees Union (ETEU) is the certified exclusive bargaining agent of the company’s rank and file employees with a strong following of 147 regular members. It has an existing collective bargaining agreement with the company to expire in the year 2004 with a Side Agreement signed on September 3, 2001.

In essence, the labor dispute was a spin-off of the company’s plan to defer payment of the 2003 14[th], 15[th] and 16[th] month bonuses sometime in April 2004. The company’s main ground in postponing the payment of bonuses is due to alleged continuing deterioration of company’s financial position which started in the year 2000. However, ETPI while postponing payment of bonuses sometime in April 2004, such payment would also be subject to availability of funds.

Invoking the Side Agreement of the existing Collective Bargaining Agreement for the period 2001-2004 between ETPI and ETEU which stated as follows:

“4. Employment Related Bonuses. The Company confirms that the 14[th], 15[th] and 16[th] month bonuses (other than 13[th] month pay) are granted.”

The union strongly opposed the deferment in payment of the bonuses by filing a preventive mediation complaint with the NCMB on July 3, 2003, the purpose of which complaint is to determine the date when the bonus should be paid.

In the conference held at the NCMB, ETPI reiterated its stand that payment of the bonuses would only be made in April 2004 to which date of payment, the union agreed. Thus, considering the agreement forged between the parties, the said agreement was reduced to a Memorandum of Agreement. The union requested that the President of the company should be made a signatory to the agreement, however, the latter refused to sign. In addition to such a refusal, the company made a sudden turnaround in its position by declaring that they will no longer pay the

bonuses until the issue is resolved through compulsory arbitration.

The company's change in position was contained in a letter dated April 14, 2004 written to the union by Mr. Sonny Javier, Vice-President for Human Resources and Administration, stating that "the deferred release of bonuses had been superseded and voided due to the union's filing of the issue to the NCMB on July 18, 2003." He declared that "until the matter is resolved in a compulsory arbitration, the company cannot and will not pay any 'bonuses' to any and all union members."

Thus, on April 26, 2004, ETEU filed a Notice of Strike on the ground of unfair labor practice for failure of ETPI to pay the bonuses in gross violation of the economic provision of the existing CBA.

On May 19, 2004, the Secretary of Labor and Employment, finding that the company is engaged in an industry considered vital to the economy and any work disruption thereat will adversely affect not only its operation but also that of the other business relying on its services, certified the labor dispute for compulsory arbitration pursuant to Article 263 (q) of the Labor Code as amended.

Acting on the certified labor dispute, a hearing was called on July 16, 2004 wherein the parties have submitted that the issues for resolution are (1) unfair labor practice and (2) the grant of 14[th], 15[th] and 16[th] month bonuses for 2003, and 14[th] month bonus for 2004. Thereafter, they were directed to submit their respective position papers and evidence in support thereof after which submission, they agreed to have the case considered submitted for decision.[4]

In its position paper,[5] the Eastern Telecoms Employees Union (ETEU) claimed that Eastern Telecommunications Philippines, Inc. (ETPI) had consistently and voluntarily been giving out 14[th] month bonus during the month of April, and 15[th] and 16[th] month bonuses every December of each year (subject bonuses) to its employees from 1975 to 2002, even when it did not realize any net profits. ETEU posited that by reason of its long and regular concession, the payment of these monetary benefits had ripened into a company practice which could no longer be unilaterally withdrawn by ETPI. ETEU added that this long-standing company practice had been expressly confirmed in the Side Agreements of the 1998-2001 and 2001-2004 Collective Bargaining Agreements (CBA) which provided for the continuous grant of these bonuses in no uncertain terms. ETEU theorized that the grant of the subject bonuses is not only a company practice but also a contractual obligation of ETPI to the union members.

ETEU contended that the unjustified and malicious refusal of the company to pay the subject bonuses was a clear violation of the economic provision of the CBA and constitutes unfair labor practice (ULP). According to ETEU, such refusal was nothing but a ploy to spite the union for bringing the matter of delay in the payment of the subject bonuses to the National Conciliation and Mediation Board (NCMB). It prayed for the award of moral and exemplary damages as well as attorney's fees for the unfair labor practice allegedly committed by the company.

On the other hand, ETPI in its position paper,[6] questioned the authority of the NLRC to take cognizance of the case contending that it had no jurisdiction over the issue which merely involved the interpretation of the economic provision of the 2001-2004 CBA Side Agreement. Nonetheless, it maintained that the complaint for nonpayment of 14[th], 15[th] and 16[th] month bonuses for 2003 and 14[th] month bonus for 2004 was bereft of any legal and factual basis. It averred that the subject bonuses were not part of the legally demandable wage and the grant thereof to its employees was an act of pure gratuity and generosity on its part, involving the exercise of management prerogative and always dependent on the financial performance and realization of profits. It posited that it resorted to the discontinuance of payment of the bonuses due to the unabated huge losses that the company had continuously experienced. It claimed that it had been suffering serious business losses since 2000 and to require the company to pay the subject bonuses during its dire financial straits would in effect penalize it for its

past generosity. It alleged that the non-payment of the subject bonuses was neither flagrant nor malicious and, hence, would not amount to unfair labor practice.

Further, ETPI argued that the bonus provision in the 2001-2004 CBA Side Agreement was a mere affirmation that the distribution of bonuses was discretionary to the company, premised and conditioned on the success of the business and availability of cash. It submitted that said bonus provision partook of the nature of a “one-time” grant which the employees may demand only during the year when the Side Agreement was executed and was never intended to cover the entire term of the CBA. Finally, ETPI emphasized that even if it had an unconditional obligation to grant bonuses to its employees, the drastic decline in its financial condition had already legally released it therefrom pursuant to Article 1267 of the Civil Code.

On April 28, 2005, the NLRC issued its Resolution dismissing ETEU’s complaint and held that ETPI could not be forced to pay the union members the 14th, 15th and 16th month bonuses for the year 2003 and the 14th month bonus for the year 2004 inasmuch as the payment of these additional benefits was basically a management prerogative, being an act of generosity and munificence on the part of the company and contingent upon the realization of profits. The NLRC pronounced that ETPI may not be obliged to pay these extra compensations in view of the substantial decline in its financial condition. Likewise, the NLRC found that ETPI was not guilty of the ULP charge elaborating that no sufficient and substantial evidence was adduced to attribute malice to the company for its refusal to pay the subject bonuses. The dispositive portion of the resolution reads:

WHEREFORE, premises considered, the instant complaint is hereby DISMISSED for lack of merit.

SO ORDERED.[7]

Respondent ETEU moved for reconsideration but the motion was denied by the NLRC in its Resolution dated August 31, 2005.

Aggrieved, ETEU filed a petition for certiorari[8] before the CA ascribing grave abuse of discretion on the NLRC for disregarding its evidence which allegedly would prove that the subject bonuses were part of the union members’ wages, salaries or compensations. In addition, ETEU asserted that the NLRC committed grave abuse of discretion when it ruled that ETPI is not contractually bound to give said bonuses to the union members.

In its assailed June 25, 2008 Decision, the CA declared that the Side Agreements of the 1998 and 2001 CBA created a contractual obligation on ETPI to confer the subject bonuses to its employees without qualification or condition. It also found that the grant of said bonuses has already ripened into a company practice and their denial would amount to diminution of the employees’ benefits. It held that ETPI could not seek refuge under Article 1267 of the Civil Code because this provision would apply only when the difficulty in fulfilling the contractual obligation was manifestly beyond the contemplation of the parties, which was not the case therein. The CA, however, sustained the NLRC finding that the allegation of ULP was devoid of merit. The dispositive portion of the questioned decision reads:

WHEREFORE, premises considered, the instant petition is GRANTED and the resolution of the National Labor Relations Commission dated April 28, 2005 is hereby ANNULLED and SET ASIDE. Respondent Eastern Telecommunications Philippines, Inc. is ordered to pay the members of petitioner their 14th, 15th and 16th month bonuses for the year 2003 and 14th month for the year 2004. The complaint for unfair labor practice against said respondent is DISMISSED.

SO ORDERED.[9]

ISSUES

Dissatisfied, ETPI now comes to this Court via Rule 45, raising the following errors allegedly committed by the CA, to wit:

I.

THE COURT OF APPEALS COMMITTED GRAVE ERROR OF LAW WHEN IT ANNULLED AND SET ASIDE THE RESOLUTIONS OF THE NLRC DISREGARDING THE WELL SETTLED RULE THAT A WRIT OF CERTIORARI (UNDER RULE 65) ISSUES ONLY FOR CORRECTION OF ERRORS OF JURISDICTION OR GRAVE ABUSE OF DISCRETION AMOUNTING TO LACK OR EXCESS OF JURISDICTION.II.

THE COURT OF APPEALS COMMITTED GRAVE ERROR OF LAW WHEN IT DISREGARDED THE RULE THAT FINDINGS OF FACTS OF QUASI-JUDICIAL BODIES ARE ACCORDED FINALITY IF THEY ARE SUPPORTED BY SUBSTANTIAL EVIDENCE CONSIDERING THAT THE CONCLUSIONS OF THE NLRC WERE BASED ON SUBSTANTIAL AND OVERWHELMING EVIDENCE AND UNDISPUTED FACTS.III.

IT WAS A GRAVE ERROR OF LAW FOR THE COURT OF APPEALS TO CONSIDER THAT THE BONUS GIVEN BY EASTERN COMMUNICATIONS TO ITS EMPLOYEES IS NOT DEPENDENT ON THE REALIZATION OF PROFITS.IV.

THE COURT OF APPEALS COMMITTED A GRAVE ERROR OF LAW WHEN IT DISREGARDED THE UNDISPUTED FACT THAT EASTERN COMMUNICATIONS IS SUFFERING FROM TREMENDOUS FINANCIAL LOSSES, AND ORDERED EASTERN COMMUNICATIONS TO GRANT THE BONUSES REGARDLESS OF THE FINANCIAL DISTRESS OF EASTERN COMMUNICATIONS.V.

THE COURT OF APPEALS COMMITTED A GRAVE ERROR OF LAW WHEN IT ARRIVED AT THE CONCLUSION THAT THE GRANT OF BONUS GIVEN BY EASTERN COMMUNICATIONS TO ITS EMPLOYEES HAS RIPENED INTO A COMPANY PRACTICE.[10]

A careful perusal of the voluminous pleadings filed by the parties leads the Court to conclude that this case revolves around the following core issues:

1. Whether or not petitioner ETPI is liable to pay 14[th], 15[th] and 16[th] month bonuses for the year 2003 and 14[th] month bonus for the year 2004 to the members of respondent union; and
2. Whether or not the CA erred in not dismissing outright ETEU's petition for certiorari.

ETPI insists that it is under no legal compulsion to pay 14[th], 15[th] and 16[th] month bonuses for the year 2003 and 14[th] month bonus for the year 2004 contending that they are not part of the demandable wage or salary and that their grant is conditional based on successful business performance and the availability of company profits from which to source the same. To thwart ETEU's monetary claims, it insists that the distribution of the subject bonuses falls well within the company's prerogative, being an act of pure gratuity and generosity on its part. Thus, it can withhold the grant thereof especially since it is currently plagued with economic difficulties and financial losses. It alleges that the company's fiscal situation greatly declined due to tremendous and extraordinary losses it sustained beginning the year 2000. It claims that it cannot be compelled to act liberally and confer upon its employees additional benefits over and above those mandated by law when it cannot afford to do so. It posits that so long as the giving of bonuses will result in the financial ruin of an already distressed company, the employer cannot be forced to grant the same.

ETPI further avers that the act of giving the subject bonuses did not ripen into a company practice arguing that it has always been a contingent one dependent on the realization of profits and, hence, the workers are not entitled to bonuses if the company does not make profits for a given year. It asseverates that the 1998 and 2001 CBA Side Agreements did not contractually afford ETEU a vested property right to a perennial payment of the bonuses. It opines that the bonus provision in the Side Agreement allows the giving of benefits only at the time of its

execution. For this reason, it cannot be said that the grant has ripened into a company practice. In addition, it argues that even if such traditional company practice exists, the CA should have applied Article 1267 of the Civil Code which releases the obligor from the performance of an obligation when it has become so difficult to fulfill the same.

It is the petitioner's stance that the CA should have dismissed outright the respondent union's petition for certiorari alleging that no question of jurisdiction whatsoever was raised therein but, instead, what was being sought was a judicial re-evaluation of the adequacy or inadequacy of the evidence on record. It claims that the CA erred in disregarding the findings of the NLRC which were based on substantial and overwhelming evidence as well as on undisputed facts. ETPI added that the CA court should have refrained from tackling issues of fact and, instead, limited itself on issues of jurisdiction and grave abuse of jurisdiction amounting to lack or excess of it.

The Court's Ruling

As a general rule, in petitions for review under Rule 45, the Court, not being a trier of facts, does not normally embark on a re-examination of the evidence presented by the contending parties during the trial of the case considering that the findings of facts of the CA are conclusive and binding on the Court. The rule, however, admits of several exceptions, one of which is when the findings of the appellate court are contrary to those of the trial court or the lower administrative body, as the case may be.[11] Considering the incongruent factual conclusions of the CA and the NLRC, this Court finds itself obliged to resolve it.

The pivotal question determinative of this controversy is whether the members of ETEU are entitled to the payment of 14th, 15th and 16th month bonuses for the year 2003 and 14th month bonus for year 2004.

After an assiduous assessment of the record, the Court finds no merit in the petition.

From a legal point of view, a bonus is a gratuity or act of liberality of the giver which the recipient has no right to demand as a matter of right.[12] The grant of a bonus is basically a management prerogative which cannot be forced upon the employer who may not be obliged to assume the onerous burden of granting bonuses or other benefits aside from the employee's basic salaries or wages.[13]

A bonus, however, becomes a demandable or enforceable obligation when it is made part of the wage or salary or compensation of the employee.[14] Particularly instructive is the ruling of the Court in *Metro Transit Organization, Inc. v. National Labor Relations Commission*,[15] where it was written:

Whether or not a bonus forms part of wages depends upon the circumstances and conditions for its payment. If it is additional compensation which the employer promised and agreed to give without any conditions imposed for its payment, such as success of business or greater production or output, then it is part of the wage. But if it is paid only if profits are realized or if a certain level of productivity is achieved, it cannot be considered part of the wage. Where it is not payable to all but only to some employees and only when their labor becomes more efficient or more productive, it is only an inducement for efficiency, a prize therefore, not a part of the wage.

The consequential question that needs to be settled, therefore, is whether the subject bonuses are demandable or not. Stated differently, can these bonuses be considered part of the wage, salary or compensation making them enforceable obligations?

The Court believes so.

In the case at bench, it is indubitable that ETPI and ETEU agreed on the inclusion of a provision for the grant of 14th, 15th and 16th month bonuses in the 1998-2001 CBA Side Agreement,[16] as well as in the 2001-2004 CBA Side Agreement,[17] which was signed on September 3, 2001. The provision, which was similarly worded, states:

Employment-Related Bonuses

The Company confirms that the 14[th], 15[th] and 16[th] month bonuses (other than the 13[th] month pay) are granted.

A reading of the above provision reveals that the same provides for the giving of 14[th], 15[th] and 16[th] month bonuses without qualification. The wording of the provision does not allow any other interpretation. There were no conditions specified in the CBA Side Agreements for the grant of the benefits contrary to the claim of ETPI that the same is justified only when there are profits earned by the company. Terse and clear, the said provision does not state that the subject bonuses shall be made to depend on the ETPI's financial standing or that their payment was contingent upon the realization of profits. Neither does it state that if the company derives no profits, no bonuses are to be given to the employees. In fine, the payment of these bonuses was not related to the profitability of business operations.

The records are also bereft of any showing that the ETPI made it clear before or during the execution of the Side Agreements that the bonuses shall be subject to any condition. Indeed, if ETPI and ETEU intended that the subject bonuses would be dependent on the company earnings, such intention should have been expressly declared in the Side Agreements or the bonus provision should have been deleted altogether. In the absence of any proof that ETPI's consent was vitiated by fraud, mistake or duress, it is presumed that it entered into the Side Agreements voluntarily, that it had full knowledge of the contents thereof and that it was aware of its commitment under the contract. Verily, by virtue of its incorporation in the CBA Side Agreements, the grant of 14[th], 15[th] and 16[th] month bonuses has become more than just an act of generosity on the part of ETPI but a contractual obligation it has undertaken. Moreover, the continuous conferment of bonuses by ETPI to the union members from 1998 to 2002 by virtue of the Side Agreements evidently negates its argument that the giving of the subject bonuses is a management prerogative.

From the foregoing, ETPI cannot insist on business losses as a basis for disregarding its undertaking. It is manifestly clear that although it incurred business losses of P149,068,063.00 in the year 2000, it continued to distribute 14th, 15th and 16th month bonuses for said year. Notwithstanding such huge losses, ETPI entered into the 2001-2004 CBA Side Agreement on September 3, 2001 whereby it contracted to grant the subject bonuses to ETEU in no uncertain terms. ETPI continued to sustain losses for the succeeding years of 2001 and 2002 in the amounts of P348,783,013.00 and P315,474,444.00, respectively. Still and all, this did not deter it from honoring the bonus provision in the Side Agreement as it continued to give the subject bonuses to each of the union members in 2001 and 2002 despite its alleged precarious financial condition. Parenthetically, it must be emphasized that ETPI even agreed to the payment of the 14[th], 15[th] and 16[th] month bonuses for 2003 although it opted to defer the actual grant in April 2004. All given, business losses could not be cited as grounds for ETPI to repudiate its obligation under the 2001-2004 CBA Side Agreement.

The Court finds no merit in ETPI's contention that the bonus provision confirms the grant of the subject bonuses only on a single instance because if this is so, the parties should have included such limitation in the agreement. Nowhere in the Side Agreement does it say that the subject bonuses shall be conferred once during the year the Side Agreement was signed. The Court quotes with approval the observation of the CA in this regard:

ETPI argues that assuming the bonus provision in the Side Agreement of the 2001-2004 CBA entitles the union members to the subject bonuses, it is merely in the nature of a "one-time" grant and not intended to cover the entire term of the CBA. The contention is untenable. The bonus provision in question is exactly the same as that contained in the Side Agreement of the 1998-2001 CBA and there is no denying that from 1998 to 2001, ETPI granted the subject bonuses for each of those years. Thus, ETPI may not now claim that the bonus provision in the Side Agreement of the 2001-2004 CBA is only a "one-time" grant.[18]

ETPI then argues that even if it is contractually bound to distribute the subject bonuses to ETEU members under the Side Agreements, its current financial difficulties should have released it from the obligatory force of said contract invoking Article 1267 of the Civil Code. Said provision declares:

Article 1267. When the service has become so difficult as to be manifestly beyond the contemplation of the parties, the obligor may also be released therefrom, in whole or in part.

The Court is not persuaded.

The parties to the contract must be presumed to have assumed the risks of unfavorable developments. It is, therefore, only in absolutely exceptional changes of circumstances that equity demands assistance for the debtor.[19] In the case at bench, the Court determines that ETPI's claimed depressed financial state will not release it from the binding effect of the 2001-2004 CBA Side Agreement.

ETPI appears to be well aware of its deteriorating financial condition when it entered into the 2001-2004 CBA Side Agreement with ETEU and obliged itself to pay bonuses to the members of ETEU. Considering that ETPI had been continuously suffering huge losses from 2000 to 2002, its business losses in the year 2003 were not exactly unforeseen or unexpected. Consequently, it cannot be said that the difficulty in complying with its obligation under the Side Agreement was "manifestly beyond the contemplation of the parties." Besides, as held in *Central Bank of the Philippines v. Court of Appeals*,[20] mere pecuniary inability to fulfill an engagement does not discharge a contractual obligation. Contracts, once perfected, are binding between the contracting parties. Obligations arising therefrom have the force of law and should be complied with in good faith. ETPI cannot renege from the obligation it has freely assumed when it signed the 2001-2004 CBA Side Agreement.

Granting *arguendo* that the CBA Side Agreement does not contractually bind petitioner ETPI to give the subject bonuses, nevertheless, the Court finds that its act of granting the same has become an established company practice such that it has virtually become part of the employees' salary or wage. A bonus may be granted on equitable consideration when the giving of such bonus has been the company's long and regular practice. In *Philippine Appliance Corporation v. Court of Appeals*,[21] it was pronounced:

To be considered a "regular practice," however, the giving of the bonus should have been done over a long period of time, and must be shown to have been consistent and deliberate. The test or rationale of this rule on long practice requires an indubitable showing that the employer agreed to continue giving the benefits knowing fully well that said employees are not covered by the law requiring payment thereof.

The records show that ETPI, aside from complying with the regular 13th month bonus, has been further giving its employees 14th month bonus every April as well as 15th and 16th month bonuses every December of the year, without fail, from 1975 to 2002 or for 27 years whether it earned profits or not. The considerable length of time ETPI has been giving the special grants to its employees indicates a unilateral and voluntary act on its part to continue giving said benefits knowing that such act was not required by law. Accordingly, a company practice in favor of the employees has been established and the payments made by ETPI pursuant thereto ripened into benefits enjoyed by the employees.

The giving of the subject bonuses cannot be peremptorily withdrawn by ETPI without violating Article 100 of the Labor Code:

Art. 100. Prohibition against elimination or diminution of benefits. – Nothing in this Book shall be construed to eliminate or in any way diminish supplements, or other employee benefits being enjoyed at the time of promulgation of this Code.

The rule is settled that any benefit and supplement being enjoyed by the employees cannot be reduced,

diminished, discontinued or eliminated by the employer. The principle of non-diminution of benefits is founded on the constitutional mandate to protect the rights of workers and to promote their welfare and to afford labor full protection.[22]

Interestingly, ETPI never presented countervailing evidence to refute ETEU's claim that the company has been continuously paying bonuses since 1975 up to 2002 regardless of its financial state. Its failure to controvert the allegation, when it had the opportunity and resources to do so, works in favor of ETEU. Time and again, it has been held that should doubts exist between the evidence presented by the employer and the employee, the scales of justice must be tilted in favor of the latter.[23]

WHEREFORE, the petition is DENIED. The June 25, 2008 Decision of the Court of Appeals and its December 12, 2008 Resolution are AFFIRMED.

SO ORDERED.

Velasco, Jr., (Chairperson), Bersamin,[*] Abad, and Perlas-Bernabe, JJ., concur.

[*] Designated as additional member in lieu of Associate Justice Diosdado M. Peralta, per Raffle dated July 1, 2010.

[1] Rollo, pp. 59-71. Penned by Associate Justice Edgardo P. Cruz with Associate Justices Fernanda Lampas Peralta and Ricardo R. Rosario, concurring.

[2] Id. at 73-74.

[3] Id. at 75-91.

[4] Id. at 76-78.

[5] Id. at 494-514.

[6] Id. at 118-143.

[7] Id. at 90.

[8] Id. at 450-480.

[9] Id. at 70-71.

[10] Id. at 34.

[11] *New City Builders, Inc. v. National Labor Relations Commission*, 499 Phil. 207, 212-213 (2005).

[12] *Philippine National Construction Corp. v. National Labor Relations Commission*, 345 Phil. 324, 331 (1997).

[13] *Trader's Royal Bank v. National Labor Relations Commission*, G.R. No. 88168, August 30, 1990, 189 SCRA 274, 277.

[14] *Philippine National Construction Corp. v. National Labor Relations Commission*, 366 Phil. 678 (1999); *Philippine Duplicators, Inc. v. National Labor Relations Commission*, 311 Phil. 407, 419 (1995).

[15] 315 Phil. 860, 871 (1995).

[16] Rollo, pp. 560-564.

[17] Id. at 240-245.

[18] Id. at 18.

[19] So v. Food Fest Land, Inc., G.R. No. 183628, April 7, 2010, 617 SCRA 541, 550.

[20] 223 Phil. 266, 274 (1985).

[21] G.R. No. 149434, June 3, 2004, 430 SCRA 525, 532.

[22] Arco Metal Products Co., Inc. v. Samahan Ng Mga Manggagawa Sa Arco Metal-NAFLU, G.R. No. 170734, May 14, 2008, 554 SCRA 110, 118.

[23] Gu-miro v. Adorable, G.R. No. 160952, 480 Phil. 597, 605 (2004).

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